



COUNTY OF PLACER
ADMINISTRATIVE SERVICES DEPARTMENT
Procurement Services Division
2964 Richardson Drive
Auburn CA 95603
Phone: 530-889-7776

INVITATION FOR BIDS

Bidder Acknowledgement

RELEASE DATE: March 10, 2004
BID NO. 9323
TITLE: NEC Telephone Network Maintenance
DUE DATE: March 26, 2004, 3:30 PM *(Bids shall not be accepted after this date/time)*

For questions or additional information regarding this solicitation, contact:

Buyer Name: Eric Purdy **E-Mail:** epurdy@placer.ca.gov **Telephone:** 530-889-4256

This package includes the following documents:

Bid Form (Atch A) ☒
Scope of Service (Atch B) ☒
Schedule of Locations (Atch C) ☒
Insurance Requirements (Atch D) ☒

Type of Award:

Fixed Contract (Purchase Order) ☐
Open-End Contract (Blanket Purchase Order) for the approximate period: ☒
May 1, 2004 through April 30, 2006

Bidder shall complete the area below. Unsigned bids shall be rejected; no exceptions.

The undersigned offers and agrees, if this bid is accepted within **90 calendar days** from the date of opening, to furnish all of the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the time specified herein and subject to the Terms and Conditions of this IFB, including any and all addenda. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement. I declare under penalty of perjury that I have not been a party with other bidders to an agreement to bid a fixed or uniform price.

Addendum Received, No(s). _____

NAME OF FIRM: _____

Mailing Address: _____

City/State/Zip: _____

Contact Person: _____

Telephone: _____ Fax: _____

By (signature): _____ Title: _____

NO BID: ☐ Reason: _____

INVITATION FOR BIDS GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this bid by reference and attachment to this Invitation for Bids document. **Any contract award made as the result of this bid shall be governed by these General Terms and Conditions.** By signature in the space provided for bidder in these documents, bidder does agree to furnish the product(s) and/or service(s) pursuant to these conditions.

1. GENERAL. These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions to bidders or in the bid. **Any bidder accepting a contract award as the result of this bid agrees that the provisions included within this Invitation for Bid shall prevail over any conflicting provision within any standard form contract of the bidder.**
2. SUBMISSION OF BIDS. Bids shall be submitted to the Procurement Services Division, 2964 Richardson Drive, Auburn, California, 95603, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays), prior to the date and time specified in this solicitation. Bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County. Bids must be signed by an authorized employee. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.
WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile, telegraphic or telephone bids shall not be accepted.
3. ALTERATION OF BID DOCUMENTS. Bidder hereby agrees, by signature on the face of this bid, that s/he has not altered the specifications, terms, or conditions of these documents, except as to clearly indicate exception to the requirements herein. Bidder also understands that, should it be discovered that the bidder altered these documents in a way that misleads or deceives the County as to the terms and conditions of their response, their bid shall be rejected and the bidder may be debarred in accordance with the processes defined in the Placer County Purchasing Policy Manual.
4. AMENDMENTS TO THE BID. Any amendment to this bid is valid only if in writing and issued by the County.
5. NO BID. Persons desiring not to submit a bid should return the Bidder Acknowledgment marking it "NO BID," no later than the stated bid opening date and time, and state the reason in the response. Failure to respond by the bid deadline may result in removal of the bidder's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a timely "NO BID."
6. NON-COLLUSION. The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
7. CONFLICT OF INTEREST. Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract.
8. AWARD. The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.

9. **MERCHANTABILITY.** There shall be an implied warranty of merchantability and fitness for an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.
10. **SAMPLES.** Samples of items, when required, must be furnished free of expense to Placer County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.
11. **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.
12. **INDEMNIFICATION.** Unless indemnification requirements are stated otherwise in this solicitation, said requirements shall be as follows: The Contractor hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to the resulting contract or agreement.
13. **FORCE MAJEURE.** If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this bid, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.
14. **TAXES.** Placer County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Placer County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.
15. **DELIVERY.** All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
16. **FIXED CONTRACT QUANTITIES.** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.
17. **OPEN-END CONTRACT (BLANKET PURCHASE ORDER).** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a blanket purchase order for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Placer reserves the right to extend the period of the resulting contract on a year-to-year basis for up to two additional years. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.

18. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the vendor fails to conform to bid specifications, or to the sample submitted by the vendor with his bid, the County may reject it. Upon rejection, the vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the County. If the vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual replacement cost to the County. If the vendor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.
19. **LOCAL VENDOR PREFERENCE.** A local preference credit of 5.0% for Placer County businesses will be permitted when evaluating bids for supplies, equipment, materials and services that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file. Preference criteria and affidavit forms may be faxed to you by using our self-service "fax on demand" system. Dial 530/889-7776, press option 4 then enter your full fax number when prompted (include 1 + your area code if you are not in the 530 area). This information is also available on our website at: www.placer.ca.gov/admin/procurement/lvp_affidavit.htm
20. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.
21. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bids and disputes about bids. Lack of knowledge by any bidder about applicable law is not a defense.
22. **ASSIGNMENT.** Any contract awarded shall not be assignable by the vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
23. **OTHER AGENCIES.** The successful vendor shall agree to extend Placer County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Placer County will not be a party to "other agency" contracts.
24. **PROTEST AND APPEAL PROCESS.** Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Administrative Services and the Board of Supervisors as prescribed by Section 10.0 of the Placer County Purchasing Policy.
25. **RECYCLED PRODUCT PREFERENCE.** A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 12161 and 12200.
26. **PATENT INFRINGEMENT.** Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

27. **VENDOR FINANCIAL STABILITY.** If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 3.12(g) of the Placer County Purchasing Policy Manual and paragraph 8.e. of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Placer County Purchasing Policy Manual.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

- - End of General Terms and Conditions - -

BID FORM
(to be completed by bidder)

1.0 INTRODUCTION

Placer County is soliciting written bids from qualified firms to maintain the County's NEC PBX/CCIS Telephone Network and provide as-needed on-site/remote engineering support to the County's Telephone Service Group in accordance with the Scope of Services described in Attachment B. The County's intent is to award a Blanket Purchase Order (BPO) to the responsible bidder offering the lowest responsive **Annual Flat Rate** to maintain all of the County's NEC PBX Systems shown in Attachment C (excluding NEC discontinued PBXs identified for time and materials support only). The BPO will be awarded for an initial two-year period with two (2) one-year option periods.

2.0 PRE-BID MEETING

- 2.1 A Pre-Bid Meeting has been scheduled for **Wednesday, March 17, 2004, at 10:30 A.M.** at the location shown below to answer any questions concerning the Scope of Services. For directions, call the Buyer shown on the cover page of this Bid document.

Placer County Finance Administration Building (FAB)
Clerk-Recorder's Conference Rm (Ground Floor)
2952 Richardson Drive
Auburn, California, 95603

- 2.2 Attendance is not mandatory, however, all interested bidders are highly encouraged to attend. Failure to attend the Pre-Bid Meeting shall not relieve any bidder from responsibility for successfully performing the work described herein.
- 2.3 If any modifications to the County's bid solicitation become necessary as a result of the Pre-Bid Meeting, the Procurement Division will issue an addendum, reflecting any approved changes.

3.0 MANDATORY BID SUBMITTALS

Bidders must provide the following submittals with their bid in order to be considered responsive:

- 3.1 Bid Form (Attachment A)
- 3.2 Bidder shall submit evidence of status as an authorized NEC service dealer for all NEC PBX equipment listed in Attachment C.
- 3.3 Bidder shall attach NEC certification on equipment listed in Attachment C for all service personnel who may be assigned to support the County's NEC PBX/CCIS Telephone Network.

- 3.4 Bidder shall attach a list of three references of firms or agencies for which your company provides on-site maintenance service for a comparably sized inventory of NEC telephone equipment. The references are to include, at a minimum: name of firm, telephone number and contact name, type of maintenance service provided and the date when service began.
- 3.5 Bidder shall attach a copy of your firm's procedures for requesting maintenance support.
- 3.6 Bidder shall attach your firm's Emergency Escalation Procedures to be followed in the event response times extend beyond those defined in the Scope of Services. The Emergency Escalation Procedures shall include person to contact, title, and telephone number.
- 3.7 Bidder shall attach a copy of a Disaster Recovery Plan (DRP) that meets the County's minimum requirements (see Atch B, Section 4.2) and specify the location of where DRP PBXs will be staged.

4.0 PRICING

Bidders shall indicate a fixed annual flat rate and hourly rate, upon which they agree to perform all maintenance and on-site/remote engineering support services in accordance with the Scope of Services and terms and conditions specified herein. Bidder's pricing shall remain firm during the initial two-year term of the BPO.

- 4.1 Annual Rate – This amount shall represent the Bidder's total compensation payable by the County in four (4) quarterly payments, except for NEC discontinued PBX equipment designated by the County in Attachment C to be maintained on a time and materials (T&M) basis only. This fixed annual rate shall cover all expenses, including any expert or professional assistance retained by successful Bidder, to complete the work set forth in the Scope of Services. Reimbursement of travel, lodging or miscellaneous expenses is not authorized. No other fees or incidental charges to the County of Placer shall be paid or be billable pursuant to the agreement established as a result of this solicitation.
- 4.2 Hourly Rate – This amount shall represent the Bidder's hourly rate reserved for billable services, above and beyond the Annual Rate, to maintain the NEC discontinued PBX equipment specified in Attachment C by the County for T&M support only.

Annual Flat Rate: (to be paid quarterly in advance) \$ _____

Hourly Rate: (for time & materials billable services): \$ _____

5.0 INVOICE/PAYMENT TERMS

Invoice Terms: _____% discount if paid within _____ days;

OR Net payment due within _____ days

Refer to Section 20 of the General Terms and Conditions for the County's payment policy.

6.0 NON-APPROPRIATION

In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered and/or provided prior to the end of the last fiscal period for which appropriations were made.

7.0 INSURANCE REQUIREMENTS

The successful bidder shall provide the County with a certificate of insurance within ten (10) working days of notification of award for the coverage amounts shown in Attachment D.

ATTACHMENTS:

- A. Bid Form (this document)
- B. Scope of Services
- C. Schedule of PBX Locations
- D. Insurance Requirements

**PLACER COUNTY NEC TELEPHONE SYSTEM NETWORK
MAINTENANCE**

SCOPE OF SERVICES

1.0 Background

- 1.1 Placer County Telecommunications maintains an internal telephone network that consists of twenty-one (21) NEC PBX's that are networked together using leased Telco T-1 circuitry. The PBX's are a combination of NEC IMX, ICS, MMG, IMG, and SIM. In addition, there is a three-host Centigram Voice Processing System and a TeleSoft Call Accounting system, and both are fully integrated via T1/CCIS and reside off of the Main IMX node.
- 1.2 Within this Scope of Work, the term "**Contractor**" refers to the firm awarded this bid.

2.0 Scope of Work

- 2.1 The Contractor shall furnish all parts and labor necessary to maintain the County-owned NEC PBX/CCIS Telephone Network in good working order and provide as needed on-site/remote engineering support to the County's NEC certified Telephone Service Group. The Contractor's personnel assigned to maintain the County's telephone systems shall be of an Engineer or Master Technician Level. Service personnel shall be dispatched to the County-designated premises to perform necessary repairs at no additional cost. Contractor shall conduct remote diagnostic testing when appropriate and when requested by the County's Telephone Service Group Supervisor. NEC replacement parts shall be new or equivalent to new in operation and furnished on an advance replacement basis. In other words, Contractor shall ensure the County receives any needed replacement part in advance of returning any defective part(s) to the manufacturer for exchange purposes. Any parts removed shall also become the property and responsibility of the Contractor for proper disposition.
- 2.2 Coverage for County-owned NEC 2400 ICS/MMG/IMX/HDS and IPX PBX's shall include all parts and labor, including MAT terminal and Power Plant, with the exception of station instruments, external station peripheral equipment, cable plant and battery backup system.
- 2.3 Coverage for County-owned NEC 2000 PBX's shall include all parts and labor with the exception of station line cards, station instruments, external station peripheral equipment, battery backup system and cable plant.
- 2.4 Coverage for County-owned NEC 2400 PBXs, that are listed in Attachment C, identified as discontinued NEC PBX Systems, shall be covered on a time and materials basis only.
- 2.5 All parts, spares, and materials required to support the County-owned NEC PBXs listed in Attachment C shall be shipped freight included, FOB Destination, to the address indicated by the County.

3.0 Response Times

3.1 When on-site repairs are necessary, successful bidder shall respond within 24 hours of County service request, excluding weekends and County holidays. Service hours for routine maintenance and/or repair service shall be between 8:00 am and 5:00 pm Monday through Friday, excluding County holidays. However, in the case of a major system failure, Contractor shall be on-site within four hours of County service request, 24 hours a day, seven days a week. Response time shall be the elapsed time between County's service request and arrival of Contractor's service personnel at site. The response time requirements indicated herein shall also apply to switches maintained under T & M.

3.2 "Major system failure" as used above means:

- (1) A general inability of the System to receive incoming or originate outgoing calls.
- (2) A majority of either the central office service trunks or "CCIS" trunks are inoperative.
- (3) More than 25 percent of either stations or trunks are inoperative.
- (4) The Emergency 911 Dispatch PBX lines are inoperative.

4.0 Disaster Recovery Plan

4.1 Service coverage shall include restoration and support of the County's NEC PBX Telephone Network in the case of a disaster.

4.2 At a minimum, the Disaster Recovery Plan provided by the Contractor shall include the following:

- (1) Contractor shall maintain emergency telephone systems that are fully operational. The minimum level of emergency inventory is three (3) NEC PBX systems ready for deployment (at a minimum NEAX 2000 or 2400).
- (2) Contractor shall re-establish critical communications within six (6) hours of notification.
- (3) Contractor shall provide fully operational replacement systems within twenty-four (24) hours of notification.
- (4) Contractor shall specify the location of where the three (3) NEC PBX replacement systems will be staged.

5.0 Engineering Support

Service coverage shall include on-going engineering support to the County's NEC certified Telephone Service Group during the implementation of new services. When required, Contractor shall dispatch service personnel to the switch site to help solve technical issues at no additional cost.

6.0 NEC Sponsorship Certifications

Service coverage shall include a two (2) day response to requests for NEC Sponsorship Certification forms for County technicians to attend NEC Technical Training courses. All expenses related to the training will be the sole responsibility of Placer County.

7.0 Contractor Requirements

- 7.1 Contractor shall dispatch only the service personnel identified in bidder's response to Attachment A, Section 3.2. New personnel shall not be assigned to service the County's PBX equipment without prior approval from the County's Telephone Service Group Supervisor.
- 7.2 Contractor shall provide their service personnel with all tools required to successfully perform the requested service.
- 7.3 Contractor's service personnel shall dress appropriately (company provided uniform) and conduct themselves in a professional manner at all times. The use of tobacco products, inappropriate language, unauthorized use of telephone equipment or music sources is not allowed at any time. The County will reserve the right to seek removal of any service personnel whose conduct, in the sole opinion of the County, is deemed inappropriate.
- 7.4 Contractor's service personnel shall report to, and work under the supervision and direction of the County's Telephone Service Group Supervisor.

SCHEDULE OF LOCATIONS COVERED

NEAX2400 Systems:

- | | | |
|----|---|-----------------------------------|
| 1. | Placer County Office of Education – Administration
360 Nevada Street
Auburn, CA | NEAX 2400 IPX |
| 2. | Placer County Offices – Stonehouse
100 Stonehouse Court
Roseville, CA | NEAX 2400 IPX |
| 3. | Placer County Offices- Dewitt IMX
11486 C Ave.
Auburn, CA | NEAX 2400 IMX |
| 4. | Placer County Offices - Domes
175 Fulweiler
Auburn, CA | NEAX 2400 IMX |
| 5. | Placer County Offices – Education Street
11795 Education Street
Auburn, CA | NEAX 2400 IMX
with ACD. |
| 6. | Placer County Offices – Cirby Hills
101 Cirby Hills Way
Roseville, CA | NEAX 2400 IMX |
| 7. | Placer County Offices – Enterprise Drive
11710 Enterprise Drive
Auburn, CA | NEAX 2400 ICS |
| 8. | Placer County Offices – Comm/IT
11295 B Avenue
Auburn, CA | NEAX 2400 ICS IMGdxh
with ACD. |

NEAX2000 Systems:

- | | | |
|-----|--|----------------|
| 1. | Placer County Office of Education - Annex
357 Nevada St.
Auburn, CA | NEAX 2000 IPS |
| 2. | Placer County Offices – Rocklin SSVEMS
5995 Pacific Street
Rocklin, CA | NEAX 2000 IPS |
| 3. | Placer County Offices – Loomis Sub Station
6140 Horseshoe Bar Road, Suite D
Loomis, CA | NEAX 2000 IVS2 |
| 4. | Placer County Offices – Northshore
2501 North Lake Blvd.
Tahoe City, CA 96145 | NEAX 2000 IVS2 |
| 5. | Placer County Offices - Westshore
565 West Lake Blvd
Tahoe City, CA 96145 | NEAX 2000 IVS2 |
| 6. | Placer County Office of Education
645 Taylor Road
Newcastle, CA | NEAX 2000 IVS2 |
| 7. | Placer County Offices – Nevada Street
375 Nevada Street
Auburn, CA | NEAX 2000 IVS |
| 8. | Placer County Offices – Penryn CalWorks
3268 Penryn Road
Penryn, CA | NEAX 2000 IVS |
| 9. | Placer County Offices – Conroy Lane
1130 Conroy Lane, Suite 501
Roseville, CA | NEAX 2000 IVS |
| 10. | Placer County Offices – Carnelian Bay
5225 North Lake Blvd
Carnelian Bay, CA | NEAX 2000 IVS |

Contractor must have the ability to support the following **discontinued NEC PBX Systems** on a time and material basis:

- | | | |
|----|--|-------------------|
| 1. | Placer County Offices - Dewitt Center
11486 C Avenue
Auburn, CA | NEAX 2400 RDS MMG |
| 2. | Placer County Offices - Historic Courthouse
101 Maple Street
Auburn, CA | NEAX 2400 HDSim |
| 3. | Placer County Offices - Roseville Courts
300 Taylor Street
Roseville, CA | NEAX 2400 RDS IMG |

Placer County Insurance Requirements

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CONTRACTOR shall save, keep, hold harmless and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the CONTRACTOR, any of the CONTRACTOR'S employees, or any subcontractors.

The CONTRACTOR shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by CONTRACTOR as a result of work performed or completed, pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and discharge any judgment.

As used above, the term PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

2. INSURANCE:

CONTRACTOR shall file with the COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing.

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Products and completed operations;
- (2) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and
- (3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

- C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

One million dollars (\$1,000,000) each occurrence
One million dollars (\$1,000,000) aggregate

- D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:

One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
One million dollars (\$1,000,000) for Products Completed Operations
One million dollars (\$1,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

- E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:

One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
One million dollars (\$1,000,000) aggregate for Products Completed Operations
One million dollars (\$1,000,000) General Aggregate

- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, nonowned, and hired automobiles/trucks.